IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

FIRST APPEAL No 523 of 2004

with

Civil Application No. 1918 of 2004

For Approval and Signature:

HON'BLE MR.JUSTICE A.M.KAPADIA

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the concerned Magistrate/Magistrates,Judge/Judges,Tribunal/Tribunals? : NO

GAUTAM BHAGWATLAL DALAL

Versus

HINDUSTAN LEVER LTD.

Appearance:

1. First Appeal No. 523 of 2004

MR JIGAR RAVAL FOR MR MC BHATT for Appellant

MR AS VAKIL for Respondent No. 1

RULE UNSERVED for Respondent No. 2

CORAM : HON'BLE MR.JUSTICE A.M.KAPADIA

Date of decision: 02/03/2005

ORAL JUDGEMENT

1. Instant appeal under section 96 of the Code of Civil Procedure is directed against judgment and decree dated 30.3.2001 rendered in Civil Suit No.1735 of 1992 by the learned Judge (Court No.17), City Civil Court, Ahmedabad by which the suit filed by the appellant against the respondents for declaration and permanent injunction came to be dismissed with no order as to costs.

2. The First Appeal was admitted vide order dated 13.7.2004 and in Civil Application rule came to be issued and in the meantime ad-interim relief in terms of para 6 (A) of the application was granted. Today the matter is listed for confirmation of the ad-interim relief.

3. When the matter is called out, Mr. Jigar Raval, learned advocate for Mr. MC Bhatt, learned advocate for the appellant and Mr. AS Vakil, learned advocate for respondent No.1 jointly stated that the matter has been amicably settled between the parties before the Mediator and by virtue of the settlement the appellant and respondent No.2 agreed that all the accrued and unpaid benefits of the suit shares (100 of Rs.10 each) be paid to the appellant i.e., bonus bond value with interest and dividends, and that 50 shares of Rs.10 each (or 500 shares of Re. one each) be given to the appellant, and the other other half i.e., 50 shares of Rs.10 each or 500 shares of Re. One each) be given to respondent No.2. Respondent No.2 will give the necessary transfer deed in name of the appellant to this agreement and mandate of the parties, respondent No.1 company Hindustan Lever Limited agreed to act accordingly. It was further agreed that the parties keep their rights open to proceed against the broker/s who may have misconducted in the transactions. At the suggestion of the Mediator, the Hindustan Lever Limited, respondent No.1, agreed to pay an adhoc sum of Rs.10,000/- to the appellant.

4. In view of the aforesaid statements and the settlement arrived that between the parties, before the Mediator, Mr. Jigar Raval, learned advocate of the appellant seeks leave to withdraw the suit which came to be dismissed and Mr. AS Vakil, learned advocate for respondent No.1 has no objection if leave to withdraw the suit as prayed for is granted.

5. In aforesaid view of the matter, permission to withdraw the suit bearing Civil Suit No.1735 of 1992

filed against the respondents which came to be dismissed, is granted. Since the suit is permitted to be withdrawn, this appeal which is filed challenging the judgment and decree passed in Civil Suit No.1735 of 1992 now does not assume any survival value and hence it also stands disposed of with no order as to costs.

6. Since the appeal is disposed of, the Civil Application which is filed for claiming injunction against the respondents does not assume any survival value and hence rule issued therein is discharged. Ad-interim relief granted earlier shall stand vacated. There shall be no order as to costs.

7. Settlement arrived at between the parties before the Mediator in which the agreed terms are incorporated bearing the signature of all the parties which is produced by the learned advocates of the parties, shall be retained on record of this case.

(A.M. Kapadia, J.)

(karan)